


1. REQUISITION NUMBER	PAGE 1 OF
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PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
		NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
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TELEPHONE NO.		
<input type="checkbox"/> 17b.	CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---

<input type="checkbox"/>	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED
<input type="checkbox"/>	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
--------------------------------------	--	--	--

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
---	------------------	--	------------------

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

SF 1449 CONTINUATION PAGE

A. Base Year – November 1, 2010 – October 31, 2011(6 Month Payment Period: November – April)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
001	Snow Removal Services	6 Months	\$_____	Month
002	Snow Hauling Services (per hour)*	1	\$_____	Hour

*Cost for hauling snow from the facility as directed by the COR, including cost for truck and driver.

B. Option 1 – November 1, 2011 – October 31, 2012 (6 Month Payment Period: November – April)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
001	Snow Removal Services	6 Months	\$_____	Month
002	Snow Hauling Services (per hour)*	1	\$_____	Hour

*Cost for hauling snow from the facility as directed by the COR, including cost for truck and driver.

C. Option 2 – November 1, 2012 – October 31, 2013 (6 Month Payment Period: November – April)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
001	Snow Removal Services	6 Months	\$_____	Month
002	Snow Hauling Services (per hour)*	1	\$_____	Hour

*Cost for hauling snow from the facility as directed by the COR, including cost for truck and driver.

D. Option 3 – November 1, 2013 – October 31, 2014 (6 Month Payment Period: November – April)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
001	Snow Removal Services	6 Months	\$_____	Month
002	Snow Hauling Services (per hour)*	1	\$_____	Hour

*Cost for hauling snow from the facility as directed by the COR, including cost for truck and driver.

E. Option 4 – November 1, 2014 – October 31, 2015 (6 Month Payment Period: November – April)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT
001	Snow Removal Services	6 Months	\$_____	Month
002	Snow Hauling Services (per hour)*	1	\$_____	Hour

*Cost for hauling snow from the facility as directed by the COR, including cost for truck and driver.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUNE 2010)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest.*
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

GSAR 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

___ [552.237-70](#) Qualifications of Offerors

(b) *Clauses.*

___ [552.203-71](#) Restriction on Advertising

___ [552.211-73](#) Marking

___ [552.215-70](#) Examination of Records by GSA

___ [552.215-71](#) Examination of Records by GSA (Multiple Award Schedule)

___ [552.215-72](#) Price Adjustment—Failure to Provide Accurate Information

___ [552.219-70](#) Allocation of Orders—Partially Set-Aside Items

___ 552.228-70 Workers' Compensation Laws

X [552.229-70](#) Federal, State, and Local Taxes

___ 552.232-8 Discounts for Prompt Payment

___ [552.232-23](#) Assignment of Claims

___ 552.232-71 Adjusting Payments

X [552.232-72](#) Final Payment

___ 552.232-73 Availability of Funds

___ 552.232-78 Payment Information

X [552.237-71](#) Qualifications of Employees

___ [552.238-71](#) Submission and Distribution of Authorized FSS Schedule Price List

___ [552.238-74](#) Industrial Funding Fee and Sales Reporting

___ [552.238-75](#) Price Reductions

___ [552.242-70](#) Status Report of Orders and Shipments

___ 552.243-72 Modifications (Multiple Award Schedule)

___ 552.246-73 Warranty—Multiple Award Schedule

___ 552.246-76 Warranty of Pesticides

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ___ (6) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- ___ (7) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (8) [Reserved]
- X (9)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- ___ (10)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X (11) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

- ___ (12)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#)
- X (13) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (14) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(ii\)](#)).
- ___ (15)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (16) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (17) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (18) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- X (19) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (20) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (21) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (22) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (23) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (24) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (25) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (26) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- X (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (30)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (32)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).

- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (33) [52.225-5](#), Trade Agreements (Aug 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (36) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (37) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (38) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (41) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- ___ (42) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (43)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- Equivalent Rate: WG 3-1: \$19.11, 11210, Laborer, Grounds Maintenance
- X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- ___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vii) [Reserved]

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

DELIVERIES AND PERFORMANCE

PLACE OF PERFORMANCE

The services to be performed under this contract shall be accomplished at the building(s) listed below:

U.S. Customs Cargo Inspection Facility
2810 West Fort Street
Detroit, Michigan 48216

TERM OF CONTRACT

After award, the successful contractor will be given a written notice to proceed and shall provide contractual services for the entire 12 month performance period, November 1, 2010 – October 31, 2011. For invoicing purposes, however, the Government shall pay an equal monthly payment for the six month period of November through April. Work under this contract is expected to commence on or about November 1, 2010.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending the term of this contract for four additional periods of one year each. (See FAR 52.217-9, Option to Extend the Term of the Contract – Services)

RECOGNIZED HOLIDAYS

The holidays identified below are recognized by the Government. Should a holiday fall on a weekend, the day designated by GSA (Government) shall be recognized as the holiday.

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

CONTRACT ADMINISTRATION DATA

PAYMENT (GENERAL)

The GSA Finance Director, (817-978-2408), is the individual responsible for payments under this contract. For any other information regarding this contract, contact the CO or the COR.

PAYMENT FOR SERVICES

Payment for services will be made on the basis of a **monthly** invoice, in arrears. Invoices must be submitted to GSA's Office of Finance, listed below.

General Services Administration, Finance
P.O. Box 17181
Fort Worth, TX 76102

EVALUATING CONTRACTOR PERFORMANCE

On an annual basis to coincide with the anniversary date of the contract and in accordance with FAR Subpart 42.15, the Government may evaluate the contractor's performance of the required services. Access to evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty (30) days to review the evaluation and to submit additional information, comments, or a rebutting statement. Any disagreement will be referred to an individual one level above the Contracting Officer, whose decision will be final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used by all participating Federal Agencies to support future award decisions.

STATEMENT OF WORK

SCOPE OF WORK

The contractor shall provide the management, supervision, manpower, equipment (including heavy equipment, snow shovels, etc.) and supplies necessary to provide plowing and removal of snow and ice from driveways, roadways, parking areas, handicapped accessibility areas, and approaches within the property lines of Federal property 24 hours per day, 7 days per week. Hand shoveling is required around each portal. The Contractor shall be responsible for performing all work under this contract in accordance with all Federal, State, County, and City laws, and codes, and follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices including, but not limited to the Occupational Safety and Health Act (OSHA).

SNOW REMOVAL REQUIREMENTS

Remove snow and ice as necessary to maintain a safe and slip resistant environment. All snow and ice shall be removed from driveways, parking areas, roadways, handicapped accessibility areas and approaches. Approved chemicals, salt, and/or sand shall be utilized to maintain all surfaces.

The Contractor shall maintain adequate staffing at the site when conditions require it.

Snow removal service shall be the responsibility of the Contractor automatically when 1.5 inches of snow has fallen or when unsafe conditions exist. The Contractor will keep necessary equipment and manpower at the site and continue with the performance of the work until it is completed according to contract requirements.

- (1) Snow removal services shall be completed to such an extent as to eliminate unsafe conditions 24 hours a day, 7 days a week. Snow shall not be piled on or near trees, shrubbery, ground cover, grass areas or flower beds. The COR shall designate an area on-site where plowed snow shall be placed.

Once this area is filled to capacity, it is the contractor's responsibility to HAUL the snow from the facility. The contractor will keep the COR informed of the possibility of HAULING. Costs for HAULING of the snow from the facility will be paid for at the prices listed in Line Item 002. The COR reserves the right to order hauling stopped at any time.

The contractor shall organize snow removal crews, designating members by name and telephone/pager number and shall make plans for prompt notification of each person at such time as his/her services are required. The telephone/pager numbers shall be provided to the COR 5 days after award. All specified areas shall remain reasonably free of snow and ice accumulations and all hazardous conditions due to the weather shall be eliminated 24 hours a day, 7 days a week.

- (2) Approved chemicals, salt and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be in accordance with Federal Specifications, local codes, and as approved by the COR. Chemicals shall not be used in performance under this contract (or placed or stored on Government property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing CAUTION or WARNING labels) have been obtained by the contractor.

Chemicals cannot be stored at the site or on government property

WORK TO BE ACCOMPLISHED

- (1) Plowing and snow removal are generally accomplished in the following priorities:
 - (a) The roadway (approaches and driveways included)
 - (b) Parking area
 - (c) Handicap/Visitors parking area
 - (d) Portals

(2) In the event of icy conditions, the contractor is required to spread approved snow/ice melt chemicals, salt, and/or sand on areas mentioned above in paragraphs (a), (b), and (c). Spreading of snow/ice melt chemical shall be performed under the best practices of the trade. COR or his/her designee will call the contractor if additional sanding/ snow and ice melt chemical needs to be applied. Contractor must be able to respond within one (1) hour after being notified.

SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES

(1) Furnished by the Government. – Not Applicable

(2) Furnished by the Contractor:

- (a) Materials, supplies and equipment should be selected and used in a manner that reduces exposures to building occupants and workers, and that reduces the impact on the environment as compared to other products and services used for the same purpose, in accordance with Executive Order 13423 and RCRA Section 6002: Comprehensive Procurement Guidelines (<http://www.epa.gov/epawaste/conservetools/cpg/index.htm>). The Contractor will furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein. Training will include all applicable OSHA and other related standards. The Contractor will furnish to the COR all MSDS for any materials used in the performance of this contract **15 days after award**. All new products used during the life of the contract must have MSDS provided to the COR prior to use. All chemicals used will be those commercially available which meet Federal, State and local codes. Contractor shall maintain the MSDS in a location accessible to all employees and will advise the COR of their location. The MSDS will be available for inspection by the COR on request. The Contractor will take every precaution to ensure that only safe products are used. Information can be obtained from Federal, State, and local agencies concerning the safe chemical materials. An inventory list of products to be used under this contract shall be provided to the COR **15 days after award**. This list shall be updated, with a copy provided to the COR, throughout the term of the contract. The COR will contact the Contractor immediately if any item is deemed inappropriate for use under this contract.

The list of Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS) are available at <http://www.epa.gov/epawaste/conservetools/cpg/index.htm>. Information on CPG items can be found at: <http://www.epa.gov/epawaste/conservetools/cpg/index.htm>. Products designated as bio-based must be included on the United States Department of Agriculture

(USDA) Bio-based Products List (www.biobased.oce.usda.gov) The COR will accept supplies and/or products conforming to these requirements.

GSA is working in cooperation with the Environmental Protection Agency (EPA) to promote the Clean Air Counts campaign. Under this campaign low volatile organic compound (VOC) products are recommended to be used in performance of the service of this contract.

To determine the percentage of VOC in products, review the MSDS or contact the manufacturer/distributor directly.

The most stringent California limits are the best target for low VOC product purchases. The following website identifies the State of California limits: <http://www.arb.ca.gov>.

- (b) The Contractor shall not use any material which the CO determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by the Contractor will be borne by the Contractor.
- (c) Compliance With OSHA: Compliance with the OSHA and other applicable laws and regulations for the protection of Contractor employees performing the requirements defined in this specification is exclusively the obligation of the Contractor. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements
- (d). Equipment: The Contractor shall furnish all equipment, snow shovels and other items determined to be needed for the performance of the work of this contract. All equipment must be properly guarded and meet all applicable OSHA standards. If a piece of equipment needs repair and is determined unsafe by the COR, the Contractor shall immediately stop using the equipment.
- (e) Uniforms: All Contractor employees, including supervisors, working around buildings designated under this contract shall present a neat appearance and wear distinctive uniform clothing. Clothing shall have the employee's name and the company name affixed thereon, in a permanent or semi-permanent manner, such as a badge or monogram, which is easily readable. Any color or color combination is acceptable. Contract employees will not wear any unapproved outerwear or headwear while on the premises. Supervisors shall be easily recognizable, either by distinctive clothing or by an easily readable badge or monogram. Every employee shall be in uniform prior to entrance on duty. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to OSHA standards for the products being used.
- (f) Telephone: The Contractor shall furnish and maintain, in a fully functional manner, a mobile cellular communication system. This telephone system shall be used by the Contractor to instantly communicate with the COR, and other parties 24 hours a day, 7 days per week. Mobile telephone numbers, FAX lines and any e-mail addresses shall be provided to the COR **15 days after award**. The contractor will immediately notify the COR of any changes in any of these telephone numbers.

PROTECTION AND DAMAGE

Contractor Responsibility: The contractor shall be cautious when snow removal is in progress to prevent any damage. The Contractor shall provide all labor, materials, and equipment necessary for the protection of Government personnel, equipment, furnishings, buildings, and building accessories (such as parking lots, fences, guardrails, sidewalks, grounds, vegetation, landscape areas, fire hydrants, shrubs, signs and other protrusions, etc.) from damage caused by the Contractor's negligence. The contractor shall be held liable for any damage incurred to Government property during the performance of work. Equipment, furnishings, building and building accessories damaged due to work performed by the Contractor, shall be repaired or replaced to their original condition by the Contractor at no additional cost to the Government. The Contractor will not use any material which the COR determines would be

unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by the Contractor will be borne by the Contractor.

QUALITY CONTROL PLAN (Prepared by the Contractor for use during the life of the contract.)

A complete Quality Control Plan must be submitted with the Contractor's proposal.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COR for acceptance.

The Contractor shall prepare and implement a written quality control plan as described below. The Contractor must maintain continuity of services, without interruption, throughout the entire term of the contract. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. To maintain these critical services, the Contractor shall execute specific, detailed plans how this service continuity will be maintained.

This section establishes the minimum requirements for a quality control system to be provided and maintained by the Contractor. The Contractor shall ensure that the required services specified in this contract, meet the quality standards outlined in the contract. All work performed under this contract shall be of the highest quality, consistent with best industry practices, to assure timely provision of services, optimum tenant agency satisfaction, and adequate protection of Government assets. The Contractor is responsible for inspection and monitoring of all Contractor work performed to ensure compliance with contract requirements. It is also applicable for subcontractors where Government inspection is required. In such cases, it is the contractor's responsibility to include in writing in each subcontract the use of this standard by his/her subcontractor. The Contractor must revise the plan at no additional cost to the Government during the life of the contract as necessary to ensure that contract objectives are met. All revisions must be accepted by the COR.

The QCP shall include, but not be limited to, each of the following five elements:

- (1) How the Contractor will control the quality of supplies and services.
- (2) How project management, plan implementation, process improvement change and contract compliance will be accomplished.
- (3) An inspection program tailored to the locations being serviced under this contract. The inspection program shall detail how services at the work site shall be inspected in order to ensure that the outcome of the work meets all of the quality standards set forth in the contract and shall include, but not be limited to:

- Date of inspection performed
- Location of inspection
- Description of findings (including deficiencies)
- Description of action(s) taken if necessary
- Signature and date of completion

How the Contractor shall monitor deficiencies in relation to the performance standards specified, methods of informing employees of deficiencies, how deficiencies are documented and a process to ensure that the deficiencies are corrected and minimized must also be included. Include a description or samples of forms, records or reports that the Contractor intends to utilize. Copies of all QCP related inspection reports and other documents shall be made available to the COR upon request. All such documents shall be maintained at the service location for the life of the contract, unless this requirement is waived in writing by the COR.

(4) Roles and Responsibilities of Key Personnel: This must include the Contractor's staffing levels (including supervision) depicting various job classifications (e.g. two laborers, one supervisor, one project manager). A roster by job title must also be provided. Roles and responsibilities of key personnel must be clearly identified as well as addressing responsibilities for oversight of the QCP and functions associated with such oversight as well as authority in dealing with Government contracts must be identified.

(5) A Communication Plan detailing how the Contractor will communicate with GSA.

QUALITY ASSURANCE PLAN (Prepared by the COR for GSA use in contract administration)

General: The procedures and methods established in this **Quality Assurance Plan** will serve as a guide for all parties involved ensuring that tenants and the GSA receive the services paid for and specified in this contract.

Partnering: In order to have an effective contract administration program that also ensures a successful business relationship between GSA and the contractor, all parties involved in the service delivery process must work as a team and foster open and honest communication at all times. Close coordination and active cooperation on a continuous basis between the contractor and those representing the Contracting Officer are necessary to ensure a safe working environment.

GSA/Contractor Meetings: An initial step in avoiding disputes and claims is to settle minor problems and misunderstandings at the lowest possible level. Accordingly, the contractor or the contractor's representative shall meet with the COR or his representative frequently. Meetings shall be as often as necessary at the discretion of the COR, but no less than monthly during the six month service period. A mutual effort shall be made to resolve all problems identified during these meetings.

Performance Evaluation: Both the contractor and the Government, at the time of contract award, have agreed upon all terms and conditions as stated in the contract. During the life of the contract, contractor performance may be documented and retained as part of the official contract file.

Effectiveness of Quality Control: The COR shall assess the effectiveness of the contractor's Quality Control Plan through review of reports required of the contractor, service delivery information, customer interaction, and by means of GSA inspections (which shall be documented on the attached GSA Form 1181A).

Service Delivery: The quality and timeliness of the contractor's performance of the scheduled program will be used to assess the overall service delivery. If the contractor's performance remains less than satisfactory or fails to adhere to the contract specifications, the Government may contract for the services and charge the contractor for all costs incurred, including administrative costs.

Performance Objectives/Inspection Methods and Frequencies: GSA representatives will make tours and inspections of the services covered by this contract with the contractor's representative, to ascertain the level of services being performed. The contractor will be informed of less than satisfactory performance.

INSPECTION AND ACCEPTANCE

See FAR 52.212-4, Contract Terms and Conditions – Commercial Items, sub-paragraph (a), Inspection/Acceptance.

DETERMINATION OF DEDUCTION AMOUNTS

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications. Deductions may therefore be made as stipulated in this section. Deductions for work performed improperly and/or partially may be made as though the work has not been performed.

Where the contractor fails to provide the required snow removal services, the Government may have the services performed other means. All costs incurred by the Government to have services performed by other means will be charged back to the contractor. If services are not performed by other means, the Government may take deductions using the following formula: total monthly payment, divided by the total number of days in the non-performing month, times the number of days of non-performance.

SPECIAL REQUIREMENTS

QUALIFICATIONS OF EMPLOYEES

The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by **Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2)** and **Executive Order 11755, December 29, 1973.**

- (1) Employees (General):
 - (a) The Contractor shall have in his employ at all times a sufficient number of capable and qualified employees to enable him to properly, adequately, and economically service the contract.
 - (b) All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor, which is in all respects, the employer of such employees.
 - (c) The CO may require dismissal from work any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
- (2) Supervision (General):
 - (a) A supervisor is a person(s) who is designated in writing by the Contractor, and who has authority to act for the Contractor on all matters relating to the daily operation of this contract in the absence of the Contractor. The designation is **due 15 days after award**. The COR must also approve these individuals prior to their assuming the duties and responsibilities of the Supervisor. The Contractor shall have adequate Supervision during the contract performance to ensure that all snow removal functions are performed. Supervisor and/or alternate shall be available during all times work is in progress. Truck driver/operator may be designated as supervisor. All supervisory employees must be able to read, write, and speak English. Government employees are not authorized to exercise either direct or indirect supervision over the Contractor's employees. Telephone numbers or pager numbers shall be furnished to the COR **15 days after award** for use in contacting the supervisor.
 - (b) All supervisory personnel, shall possess experience in directing personnel responsible for accomplishment of work in their snow removal program area at a building(s) (with similar characteristics as those listed in the Statement of Work) of at least equal to the square footage. These qualification standards apply to both new and replacement supervisory personnel.

SUITABILITY DETERMINATIONS

(a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability

determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.

(c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(d) Short Term Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.

(e) The Government, at its sole discretion, may grant temporary suitability determinations to Long and Short Term Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.

(f) The Contracting Officer or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.

(g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

(h)(1) The award letter to the successful offeror will identify a GSA Security Sponsor for the security clearance process. Upon receipt of the letter, the awardee will immediately contact the GSA Security Sponsor for this contract and provide a Contractor security clearance point-of-contact (POC) for contractor and subcontractor employees. The Contractor POC will be responsible for ensuring timely submittal and accuracy of security clearance applications. He or she will also have the responsibility of monitoring and tracking all security clearance submissions. The GSA Security Sponsor will send additional forms and instructions regarding the security clearance process to the Contractor point-of-contact via email and will assist in determining whether GSA or the Contractor will be responsible for conducting the fingerprinting process. The Contractor POC will be required to submit a list of contractor employees for whom you are seeking security clearances, including their position on the contract, within 14 days of receipt of the award letter. Compliance with the security clearance process will be a factor assessed in the Government's evaluation of contractor performance. Failure to submit all security clearance documents may result in the contract being terminated for default.

Process for long term employees (applicable for both ARRA and non-ARRA):

The automated Electronic Questionnaire for Investigations Processing (e-QIP) clearance system is used to conduct background suitability investigations of long-term clearances. Before receiving access to the e-QIP database, Contractor employees must complete the Contractor Information Worksheet. Completing this form and submitting electronically will assist in the efficient processing of contract applicant e-QIP invitations.

If less than five employees require security clearance, individual Contractor Information Worksheets (CIW) are to be electronically submitted to the GSA Security Sponsor via the Contractor POC. In addition, individual CIWs should be completed for individuals who have had a prior investigation conducted or have been a U.S. resident for less than 3 years.

If five or more employees require security clearance, the Mass e-QIP spreadsheet and a master CIW shall be used in lieu of completing individual CIWs for the same company/same contract number. The master CIW should be completed with the header information filled in as well as sections 2 through 5. Separate mass e-QIP spreadsheets should be used for applicants born in the U.S. and those born outside of the U.S. regardless if they are U.S. citizens. If an individual CIW is completed, do not include this applicant's information on any of the mass e-QIP spreadsheets.

All forms should be sent in electronically to the appropriate GSA Security Sponsor. The email attachments must be encrypted and the password should be sent in a separate email to help protect the personal identification information.

After the forms are found to be accurate and complete, GSA submits the data to the Federal Protective Service (FPS). Once FPS processes the information, Contractor employees will then receive an email invitation to the e-QIP database. This email and e-QIP "Quick Reference Guide for the Applicant" attachment will explain the process in detail.

Once the Contractor employee has completed all the e-QIP information, they are to print, sign and date the "Authorization to Release Information" and "e-QIP Investigation Request" signature forms. They are to submit these forms along with their two copies of fingerprint charts, FD258 to the GSA Security Sponsor or the designated GSA Security Clearance Office for submission to FPS for adjudication.

Once FPS has completed all the necessary checks, the applicant will be notified of their preliminary status; either favorable or unfavorable. If the status is favorable, a security badge will be issued. If the status is unfavorable, a letter will be issued identifying a process for an appeal.

Process for short-term non-ARRA clearances:

Complete and submit hard copies of the following:

1. Contractor Information Worksheet - The Contractor submits a Contractor Information Worksheet (CIW) with sections 1 and 2 completed to the GSA Security Sponsor for each proposed contract employee.
2. SF 85P form, Questionnaire for Public Trust Positions.
3. Two copies of Fingerprint Charts, FD258. Proposed contract employees are required to have their fingerprints taken by a designated fingerprint service provider which may include: a local police station, Federal Protective Service (FPS), or GSA live-scan station, or other agency fingerprinting facility. If a GSA fingerprint facility is available GSA will schedule a fingerprint appointment for the applicant. If not, the applicant is required to schedule their own fingerprint appointment with outside providers and is solely responsible for any associated costs. Applicants shall only use the GSA furnished fingerprint forms, not the online version which is unacceptable.

GSA will then submit the completed security clearance application and fingerprint charts to the Federal Protective Service (FPS), Department of Homeland Security, for adjudication. FPS then issues via email to the applicant and GSA Security Office an Enter On Duty Determination (EOD). If an applicant receives an unfavorable determination, the applicant can not appeal. For those who receive an EOD, the Contractor POC will receive guidance from the GSA Security Sponsor regarding badging.

GSA will then submit the completed security clearance application and fingerprint charts to the Federal Protective Service (FPS), Department of Homeland Security, for adjudication. FPS then issues via email to the applicant and GSA Security Office an Enter On Duty Determination (EOD). If an applicant receives an unfavorable determination, the applicant can not appeal. For those who receive an EOD, the Contractor POC will receive guidance from the GSA Security Sponsor regarding badging.

Any employee hired after performance starts under this contract must submit the appropriate documents to the GSA Security Sponsor **30 days prior to the employee starting work**. No employee may begin

work under a Federal contract without receipt of security clearances approved by the Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS).

NOTICE TO PROCEED (NTP) WILL NOT BE ISSUED UNTIL THE GSA SECURITY SPONSOR HAS OFFICIALLY NOTIFIED THE CONTRACTING OFFICER THAT SECURITY CLEARANCES FOR PROPOSED EMPLOYEES HAVE BEEN RECEIVED AND APPROVED BY THE DEPARTMENT OF HOMELAND SECURITY, BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT, FEDERAL PROTECTIVE SERVICE (DHS, BICE, FPS). PERMANENT CONTRACT STAFF WILL NOT BE ALLOWED TO WORK IN FEDERALLY CONTROLLED SPACE PRIOR TO OBTAINING THE APPROPRIATE BACKGROUND INVESTIGATION.

- (2) A background criminal history check by name and date of birth from the State of Residence will be performed by GSA.
- (3) No employee or subcontractor shall be allowed to perform any work under this contract without receiving prior clearance from GSA.
- (4) The GSA Security Sponsor reserves the right to require the Contractor to resubmit the documents at any time. If requested by the GSA Security Sponsor, the requested forms shall be submitted to the GSA Security Sponsor **within three working days** of receiving such a request. Failure to provide the documents within the specified time period will result in removal of the employee until such time that the documents are submitted, reviewed, and approved.
- (5) The Government shall have, and exercise, full and complete control over granting, denying, withholding, and terminating clearances for any employee.
- (6) Occupant agencies may require the Contractor and the Contractor's employees to obtain special clearances for access to certain areas covered under this contract. The GSA Security Sponsor will inform the Contractor when such clearances are required.

GSA CRITERIA FOR ADJUDICATION:

The following criteria were prepared under the guidelines of the Office of Personnel Management's (OPM) FPM Supplement 731-1, "Determining Suitability for Federal Employment," and guidelines from GSA's Office of Audit Resolution and Internal Controls. The criteria for adjudication have been approved by the GSA General Counsel. The following criteria are used by trained regional and/or National Office personnel security specialists, to determine the eligibility of prospective construction, service contract employees, and childcare providers.

As a general guideline, the criminal history background records are examined for construction, service contract employees, and child care providers for the previous 5 years, (for contract guards the previous 10 years). However, the entire record is reviewed to ascertain if any serious offenses or incidents are noted that would disqualify. Criminal history background checks are conducted every 5 years for construction, service contract employees, and childcare providers to re-evaluate eligibility.

All information of record, both acceptable and unacceptable, will be assessed in terms of its relevance, recency, and seriousness, while keeping in mind that the objective is to provide fair, impartial, and equitable treatment of all employee applicants. The limited criminal history checks may reflect juvenile records, psychological referrals or information sealed by court order or statute, which would be given special consideration.

The principal factors used in the adjudication process in determining whether a person's conduct would be expected to interfere with the ability of the applicant(s) to function in the position, or if the applicant's

past conduct was such that the safety of Federal employees and/or visitors to delegated and/or GSA-controlled facilities would be in jeopardy, are outlined below:

- (1) Any type of misconduct or negligence in prior employment which would have an affect on the quality of security and protection provided to customer agencies or prior conduct which would interfere with or prevent a delinquency or misconduct in employment are: attitude, personality, conflict insubordination, absenteeism/attendance, rules/regulation violation and pattern of unemployment based on misconduct or delinquency as reflected in employment history.
- (2) Criminal or dishonest conduct related to the duties to be assigned to the applicant/employee and/or the performance of such duties. The following crimes are acts which could disqualify prospective or regular employees:
 - (a) Abuse or neglect of a child or other dependent person entrusted to their care.
 - (b) Child molestation.
 - (c) Forcible or statutory rape.
 - (d) Possession and sale of narcotics and/or dangerous drugs.
 - (e) Arson.
 - (f) Murder.
 - (g) Kidnapping.
 - (h) Robbery.
 - (i) Burglary.
 - (j) Larceny.
 - (k) Theft.
 - (l) Aggravated assault.
 - (m) Buying, receiving or possessing stolen property.
 - (n) Embezzlement, forgery, counterfeiting.
 - (o) Fraud.
 - (p) Under ATF Standards, any felony (for guards only who are required to carry firearms).
 - (q) Domestic violence issues.
- (3) Intentional false statement, deception or fraud in examination or appointment.
- (4) Refusal to furnish testimony required during an official investigation by Federal, State, and/or law enforcement officials.
- (5) Found to be a chronic alcoholic by any court, which suggest that the condition would prevent the applicant/employee from performing the duties of the position, or that the condition would pose a serious threat to the property and safety of others. (If an applicant can present medical certification that he or she has thoroughly recovered or completed a rehabilitation program, this will be weighted accordingly).
- (6) Illegal use of narcotics, drugs, or other controlled substances, without evidence of rehabilitation.
- (7) Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.
- (8) Serious misconduct while in the military service which is indicative of conduct unacceptable for child care providers and/or other contract personnel.
- (9) Is a fugitive from justice.
- (10) Is an illegal alien in the United States or is an alien who is not entitled to accept gainful employment.

- (11) Has been committed voluntarily or involuntarily to a mental hospital or institution, unless the applicant can present medical certification of recovery.
- (12) In the absence of convictions, when the examination of the circumstances involved is a pattern of arrests, or an arrest for a single serious crime indicates that an applicant is unacceptable for a position.
- (13) In the event information is developed that a contract employee has been arrested; National Office FPS will re-evaluate until this function is transferred to the region. The regional reviewing official will re-evaluate to determine if the employee should continue to work. The Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS) will ensure the contractor takes appropriate action, and if the employee needs to be removed, a letter of removal will be sent to a contractor.
- (14) Financial responsibility such as pattern of non-support judgment tax lien or other default with no attempt at restitution, illegal gambling, eviction, or other irresponsibility as reflected in credit history, disregard for debts, abuse of fiduciary trust.
- (15) Immoral conduct when a pattern of misconduct is shown by conviction records, medical treatment, public knowledge, child molestation, sexual assault, statutory rape, incest, bestiality, or convictions of or involvement in other sex related crimes.
- (16) If information is developed related to disruptive or violent behavior such as assault, damaging property, destroying property, vandalism, criminal/malicious mischief, harassment, or other patterns of violence as reflected in conviction records.
- (17) Any issue relating to firearms/weapons such as carrying concealed firearms/weapons brandishing firearm, possession of firearm by a felon, possession of loaded firearm or explosives, improper/illegal sale or transportation of firearms or explosives, illegal manufacture of firearm/explosives.
- (18) Right of Review. A person who receives an unfavorable determination will be provided reasonable time (30 days) after the individual receives written notification that derogatory information is contained in the individual's background check which needs clarification. He/she may challenge the accuracy of the information contained in the FBI criminal history records; past employment history and/or State criminal history repositories; or provide additional facts, proof and supporting documents outlining any mitigating circumstances affecting any information maintained in the criminal history records the FBI obtained based on the individual's fingerprints or other records. Further, he/she will be advised that he/she has the right to obtain copies of information made available to GSA.

COMPLIANCE WITH SECURITY REQUIREMENTS

- (a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.
- (b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

IDENTIFICATION CREDENTIAL

- (a) Upon receipt of a favorable suitability determination, each Long or Short Term Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.

(b) Long or Short Term Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.

(c) All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.

(d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.

(e) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.

(f) ID's shall be worn with the photo and name facing away from the employee to facilitate easy identification of the employee. Any employee who is not wearing the ID or wears it backwards shall be considered out of uniform and removed from the building that day. The COR, GSA personnel designated by him/her, Government law enforcement, or security personnel shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.

(g) The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge. The cost of the replacement ID shall be applied to the contractor through the proposed deduction process. Replacement ID's will not be issued until the Contractor notifies the COR of the need for the replacement and an incident report is made and obtained through Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS).

ESCORT REQUIREMENTS

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations and must work in Federally-controlled space. In those cases, ALL un-cleared contract employees must be escorted in non-public space by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or his/her designee. Other Government agencies may have specific agency security requirements for their own space that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that act as an escort for un-cleared contract employees must always be in close proximity and eyesight of the un-cleared contract employee. The contract escort must watch un-cleared employees and remain with un-cleared contract employees for the entire time they are in the building and/or Federally-controlled space. An escort may not bring several un-cleared contract employees into Federally-controlled space that are not within close proximity or eyesight at all times. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and un-cleared escorted contract employees. Also, violations of escort requirements by contract employees in accordance with security requirements may be grounds for termination of the contract.

SAFEGUARDING INFORMATION:

It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this contract requirement to any person not entitled to receive it, or failure to safeguard any classified information as defined in **Executive Order Number 11652** that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability under **Title 18, Section 793, 794, and 798 of the United States Code.**

WORKING WITH OTHER CONTRACTORS:

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such other additional work as may be directed by the COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor, or by Government employees.

In any case where the fulfilling of the requirements of the contract, the Contractor disturbs any work guaranteed under another contract, they shall restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

Everything done in accordance with the requirements of this provision shall be without additional expense to the Government.

AFFIRMATIVE PROCUREMENT PROGRAM

GSA, as a Federal procuring agency, is required to procure and use products containing recovered materials, environmentally preferable, and bio-based products. These items will be used to the maximum extent feasible unless the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

In support of this program, products that meet the following criteria are considered acceptable:

(1) Products specified by the U.S. Environmental Protection Agency (EPA) as Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS). The list of CPG items is available at

<http://www.epa.gov/epawaste/conservetools/cpg/index.htm>.

(2) Products designated as environmentally oriented in the GSA Federal Acquisition Service "Green Purchasing Plan and Resource Guide". This guide is available at http://insite.gsa.gov/graphics/admin/FAS_Green_Purchasing_Plan_Resource_Guide.doc.

(3) Information regarding the United States Department of Agriculture's (USDA) Federal Bio-based Products Preferred Procurement Program is available on the Internet at <http://www.biobased.oce.usda.gov>.

(c) In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided by the contractor **no later than November 1 of each year**, with data for the preceding twelve-month period ending September 30.

STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

REMOVAL FROM CONTRACT WORK

(a) As provided in the clause entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall

- include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
- (b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
 - (c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.
 - (d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

DEFINITIONS

1. **Acts of God:**

An act, event, happening or occurrence due to natural causes and inevitable accident, or disaster and is in no sense attributable to human acts.

2. **Contract Discrepancy Report:**

Any report prepared by the Government's representatives of deficient or defective service.

3. **Contracting Officer (CO):**

The CO has the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he/she may delegate certain other responsibilities to his/her authorized representatives.

4. **Contracting Officer's Representative (COR):**

The COR is designated by the CO at time of award and if necessary revised by letter during the contract period to assist him/her in discharging his/her responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; compliance with contract requirements insofar as the work is concerned; issuing purchase orders, and advising the CO of any factors which may cause delay in work performance. The COR will assist in the discharge of the Contracting Officer's responsibilities when the Contracting Officer is unable to be directly in touch with the contract work.

5. **Contract Inspectors:**

Contract inspectors are responsible for the inspection and monitoring of the contractor's work. The responsibilities of the contract inspector include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the contractor regarding any problems encountered in the performance of the work and generally assisting the contracting officer's representative in carrying out his/her responsibilities.

6. Contractor:

The term Contractor refers to the individual, firm, partnership, company, or corporation providing the services and directly contracting with the General Services Administration as the prime contractor in the performance of the work described herein.

7. Designated Ordering Official:

A designated ordering official is an employee of GSA who is authorized in writing by the Contracting Officer to issue and modify orders under this contract.

8. Emergency

Emergency refers to all conditions and threats that are either man made or acts of god that require immediate action by the contractor to eliminate or mitigate actual or expected damages. Included are bombings, and bomb threats, civil disturbances, fires, explosions, electrical failure, loss of water pressure, building flooding, sanitary and sewer line stoppage, chemical and gas leaks, medical emergencies, hurricanes, tornadoes, floods, and earthquakes.

9. Hauling (of Snow):

To move the snow from Federal property.

10. Quality Assurance:

Actions taken by the Government to ensure services meet contract requirements.

11. Quality Control:

Those continuous actions taken by a Contractor to control the performance of his or her employees services so that they consistently meet the contract requirements.

12. Remove Snow:

To transfer snow by lifting, pushing aside, or taking away from the Federal facility to an approved location within the boundaries of the Federal facility.

13. Shall vs Will and Shall vs Must:

Throughout this solicitation, the terms "shall", "will" and "must" are used. "Shall", "will" and "must" denote the imperative. They indicate an obligation to act. In this solicitation, and any resulting contract, "shall", "will" and "must" have the same meaning.

14. Special Mechanized Equipment:

Equipment used in the performance of snow removal services under this contract including snow blower, pick up trucks with blade attachment, commercial size front-end loader, and dump truck.

APPLICABLE PUBLICATIONS

A. General:

Publications applicable to this Statement of Work are listed below. The Contractor shall be guided by and is obligated to follow these publications to the extent that he/she performs specific and general work related tasks which are governed by these publications. The publications are the recommended regulations, standards, and codes for job accomplishment. However, they are not absolute and other approaches will be considered. When deviations from this list are proposed, the offerors are required to explain their rationale for such deviation to the COR **immediately.**

B. Changes:

It is the responsibility of the Contractor to act on any supplements or modifications to the listed publications during the life of this contract, when they are provided by the COR and action is

requested in writing. Prior to implementing any action to a revision, supplement, or modification that will result in an increase or decrease in contract price, the Contractor shall submit to the CO a price proposal for such change and obtain written direction when and if he/she is to implement the new requirements. The new requirements will become a contract modification when they are agreed upon in writing by the Contractor and the Government.

<u>PUBLICATION</u>	<u>TITLE</u>	<u>DATE</u>	<u>PORTION</u>
29 CFR Part 1900	OSHA General Industry Standards	CURRENT	ALL
41 CFR Part 101-20 FPMR	Management of Buildings and Grounds	July 1990	ALL
40 CFR	Clean Air Act	July 1992	ALL
Public Law 94-580	Resource Conservation and Recovery Act of 1976 (RCRA)	1976	Sub title F
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management	January 2007	ALL
	Recovered Materials Advisory Notices (RMAN) http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm	N/A	ALL
OFPP Letter 92-4	Procurement of Environmentally Sound and Energy Efficient Products and Services	November 2, 1992	ALL
	Recovered Materials Advisory Notices (RMAN) http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm	N/A	ALL
	USDA Biobased Products List	N/A	ALL
Comprehensive Procurement Guidelines (CPG)	http://www.epa.gov/cpg/products.htm .	N/A	ALL

Vendor Past
Performance system
(VPP)

N/A

ALL

REPORTING REQUIREMENTS

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

A. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the COR until the Contractor's "Deliverables" (submittals) are approved by the CO or COR.

B. The Contractor is required to submit deliverables and reports to the COR at specified times throughout the life of this contract. Submission of deliverables and reports are considered critical to the successful completion of all contractual requirements.

The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due dates as follows:

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

<u>ITEM</u>	<u>DUE DATE</u>	<u>REFERENCE</u>
Contractor's Telephone and/or pager numbers	15 Days After Award and updated as needed	Supplies, Materials and Equipment
Material Safety Data Sheets (MSDS)	15 Days After Award and updated as needed	Supplies, Materials and Equipment
Inventory list of products	15 Days After Award and updated as needed	Supplies, Materials and Equipment
Quality Control Plan	With proposal , update as needed	Quality Control Plan
Inspection Reports	As requested	Quality Control Plan
Strike Contingency Plan	With QCP	Quality Control Plan
Invoices	Monthly	Contract Administration Data
Performance Evaluations	Annual	Quality Assurance Plan
Supervisor Designated in Writing	5 days after award	Qualifications of Employees
HSPD-12 Security Clearance Requirements including Finger Print Chart and Statement of Personal History and Contract	10 days after award. ASAP for replacement employees. Resubmit within 3 working days, as necessary.	Security Clearance Requirements

Snow Removal Services
U.S. Customs Cargo Inspection Facility
Detroit, MI

GS05P10SVC0034

Employees Security
Clearance Information
Sheet

GSA/Contractor ID Building
Pass

**Before Start Work (if
applicable)**

Employee Identification/
Building Pass

Deviations to Publications

When Proposed, Immediately

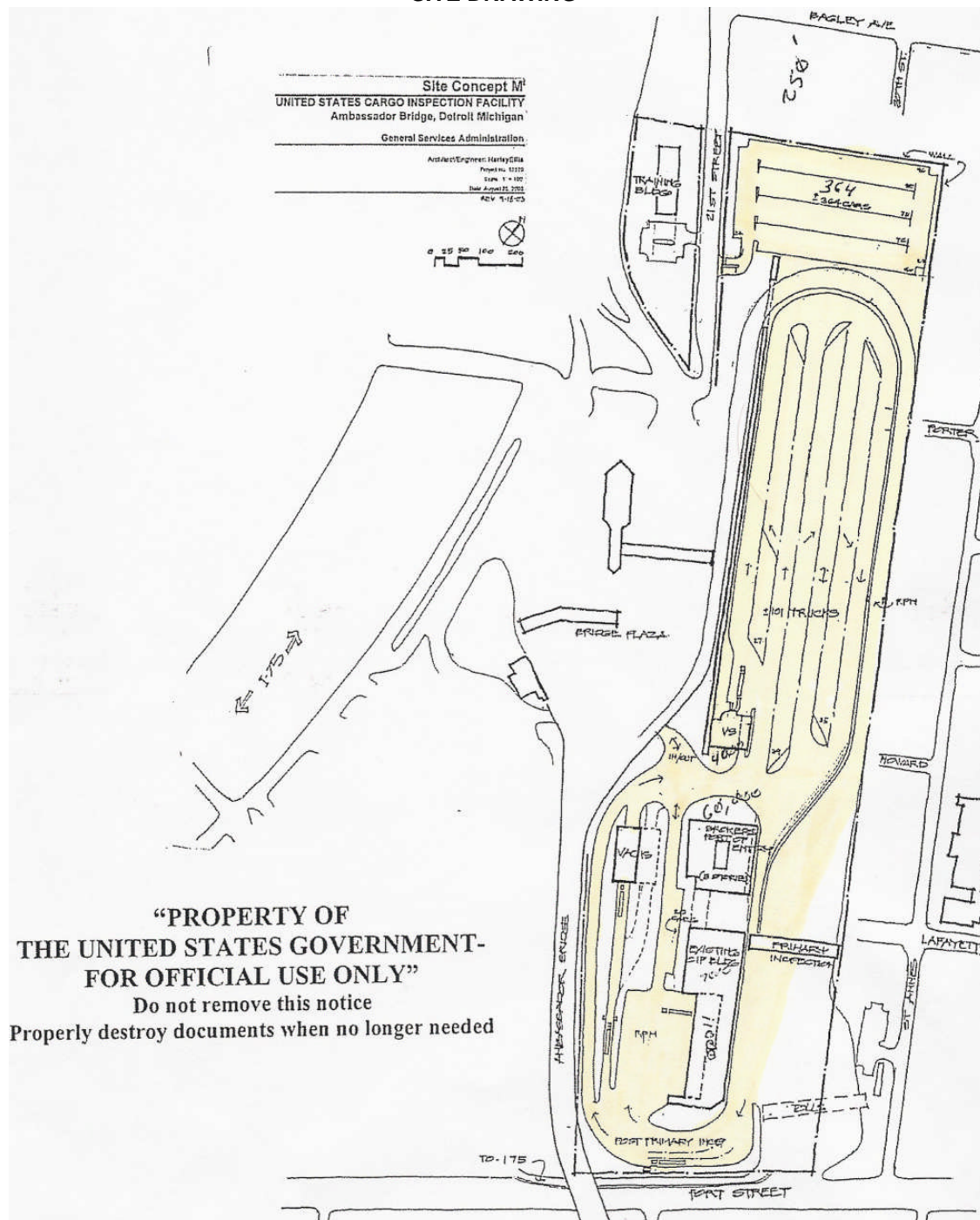
Applicable Publications

CONTRACT CLEANING INSPECTION REPORT

Building	Report No.	Contract No.
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[illegible]

SITE DRAWING



MEASUREABLE PERFORMANCE STANDARDS

PRIORITIES: The snow priorities listed in the contract will be adhered to during all snow falls.

Modification of priorities based upon unexpected snow fall conditions, equipment malfunctions, snow hauling requirements, or other factors will require the contractor to immediately contact the COR to make appropriate adjustments.

Snow shall be removed by the time specified in the contract and continuously as needed throughout the day.

Snow shall be placed in approved area(s).

Snow is hauled to an appropriate facility. (When Ordered)

EQUIPMENT: Equipment used will be in good condition and appropriate for the expected level of snow fall.

Chemicals, salt, and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be in accordance with Federal Specifications.

WAGE DETERMINATION

WD 05-2273 (Rev.-11) was first posted on www.wdol.gov on 07/06/2010

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2273
Revision No.: 11
Date Of Revision: 06/28/2010

State: Michigan

Area: Michigan Counties of Genesee, Lapeer, Macomb, Monroe, Oakland, St Clair, Wayne

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.22
01012 - Accounting Clerk II		15.96
01013 - Accounting Clerk III		18.77
01020 - Administrative Assistant		26.95
01040 - Court Reporter		19.80
01051 - Data Entry Operator I		13.85
01052 - Data Entry Operator II		15.12
01060 - Dispatcher, Motor Vehicle		21.98
01070 - Document Preparation Clerk		15.38
01090 - Duplicating Machine Operator		15.38
01111 - General Clerk I		13.37
01112 - General Clerk II		14.60

Snow Removal Services
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01113 - General Clerk III	16.39
01120 - Housing Referral Assistant	22.04
01141 - Messenger Courier	11.47
01191 - Order Clerk I	14.16
01192 - Order Clerk II	15.95
01261 - Personnel Assistant (Employment) I	17.30
01262 - Personnel Assistant (Employment) II	19.35
01263 - Personnel Assistant (Employment) III	21.57
01270 - Production Control Clerk	21.45
01280 - Receptionist	13.67
01290 - Rental Clerk	15.38
01300 - Scheduler, Maintenance	17.30
01311 - Secretary I	17.30
01312 - Secretary II	19.35
01313 - Secretary III	22.04
01320 - Service Order Dispatcher	19.04
01410 - Supply Technician	25.70
01420 - Survey Worker	18.56
01531 - Travel Clerk I	13.02
01532 - Travel Clerk II	14.14
01533 - Travel Clerk III	15.31
01611 - Word Processor I	15.07
01612 - Word Processor II	16.92
01613 - Word Processor III	18.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.66
05010 - Automotive Electrician	22.58
05040 - Automotive Glass Installer	21.84
05070 - Automotive Worker	21.84
05110 - Mobile Equipment Servicer	20.43
05130 - Motor Equipment Metal Mechanic	23.31
05160 - Motor Equipment Metal Worker	21.84
05190 - Motor Vehicle Mechanic	23.31
05220 - Motor Vehicle Mechanic Helper	19.71
05250 - Motor Vehicle Upholstery Worker	21.12
05280 - Motor Vehicle Wrecker	21.84
05310 - Painter, Automotive	22.58
05340 - Radiator Repair Specialist	21.84
05370 - Tire Repairer	19.58
05400 - Transmission Repair Specialist	23.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.55
07041 - Cook I	13.99
07042 - Cook II	15.07
07070 - Dishwasher	11.64
07130 - Food Service Worker	11.64
07210 - Meat Cutter	16.26
07260 - Waiter/Waitress	12.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.44
09040 - Furniture Handler	18.10
09080 - Furniture Refinisher	23.44
09090 - Furniture Refinisher Helper	20.50
09110 - Furniture Repairer, Minor	21.98
09130 - Upholsterer	23.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.97
11060 - Elevator Operator	14.97
11090 - Gardener	17.38
11122 - Housekeeping Aide	13.40
11150 - Janitor	13.41
11210 - Laborer, Grounds Maintenance	14.78

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11240 - Maid or Houseman	12.13
11260 - Pruner	13.63
11270 - Tractor Operator	15.88
11330 - Trail Maintenance Worker	14.78
11360 - Window Cleaner	14.24
12000 - Health Occupations	
12010 - Ambulance Driver	17.90
12011 - Breath Alcohol Technician	19.72
12012 - Certified Occupational Therapist Assistant	22.17
12015 - Certified Physical Therapist Assistant	22.17
12020 - Dental Assistant	17.03
12025 - Dental Hygienist	30.37
12030 - EKG Technician	25.82
12035 - Electroneurodiagnostic Technologist	25.82
12040 - Emergency Medical Technician	17.90
12071 - Licensed Practical Nurse I	17.61
12072 - Licensed Practical Nurse II	19.72
12073 - Licensed Practical Nurse III	21.34
12100 - Medical Assistant	14.58
12130 - Medical Laboratory Technician	22.29
12160 - Medical Record Clerk	15.74
12190 - Medical Record Technician	19.47
12195 - Medical Transcriptionist	18.11
12210 - Nuclear Medicine Technologist	33.56
12221 - Nursing Assistant I	11.25
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.40
12224 - Nursing Assistant IV	15.04
12235 - Optical Dispenser	19.36
12236 - Optical Technician	17.61
12250 - Pharmacy Technician	17.78
12280 - Phlebotomist	15.04
12305 - Radiologic Technologist	26.11
12311 - Registered Nurse I	29.83
12312 - Registered Nurse II	32.20
12313 - Registered Nurse II, Specialist	32.20
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III, Anesthetist	44.14
12316 - Registered Nurse IV	52.92
12317 - Scheduler (Drug and Alcohol Testing)	24.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.47
13012 - Exhibits Specialist II	26.61
13013 - Exhibits Specialist III	32.54
13041 - Illustrator I	25.01
13042 - Illustrator II	30.40
13043 - Illustrator III	35.82
13047 - Librarian	30.28
13050 - Library Aide/Clerk	13.49
13054 - Library Information Technology Systems Administrator	27.34
13058 - Library Technician	18.56
13061 - Media Specialist I	18.54
13062 - Media Specialist II	20.75
13063 - Media Specialist III	23.13
13071 - Photographer I	19.42
13072 - Photographer II	22.83
13073 - Photographer III	29.56
13074 - Photographer IV	34.28
13075 - Photographer V	39.82
13110 - Video Teleconference Technician	19.13
14000 - Information Technology Occupations	

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14041 - Computer Operator I	17.16
14042 - Computer Operator II	19.20
14043 - Computer Operator III	21.40
14044 - Computer Operator IV	23.77
14045 - Computer Operator V	26.33
14071 - Computer Programmer I	(see 1) 22.60
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.16
14160 - Personal Computer Support Technician	23.77
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.52
15020 - Aircrew Training Devices Instructor (Rated)	39.35
15030 - Air Crew Training Devices Instructor (Pilot)	50.79
15050 - Computer Based Training Specialist / Instructor	32.52
15060 - Educational Technologist	30.30
15070 - Flight Instructor (Pilot)	50.79
15080 - Graphic Artist	30.61
15090 - Technical Instructor	26.84
15095 - Technical Instructor/Course Developer	32.69
15110 - Test Proctor	21.80
15120 - Tutor	21.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.00
16030 - Counter Attendant	10.00
16040 - Dry Cleaner	13.34
16070 - Finisher, Flatwork, Machine	10.00
16090 - Presser, Hand	10.00
16110 - Presser, Machine, Drycleaning	10.00
16130 - Presser, Machine, Shirts	10.00
16160 - Presser, Machine, Wearing Apparel, Laundry	10.00
16190 - Sewing Machine Operator	14.52
16220 - Tailor	15.65
16250 - Washer, Machine	11.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.18
19040 - Tool And Die Maker	29.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.65
21030 - Material Coordinator	24.49
21040 - Material Expediter	24.54
21050 - Material Handling Laborer	18.05
21071 - Order Filler	15.92
21080 - Production Line Worker (Food Processing)	20.65
21110 - Shipping Packer	17.34
21130 - Shipping/Receiving Clerk	17.34
21140 - Store Worker I	17.19
21150 - Stock Clerk	21.86
21210 - Tools And Parts Attendant	20.65
21410 - Warehouse Specialist	20.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.30
23021 - Aircraft Mechanic I	27.91
23022 - Aircraft Mechanic II	29.30
23023 - Aircraft Mechanic III	30.84
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	25.78
23060 - Aircraft Servicer	22.27

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23080 - Aircraft Worker	23.38
23110 - Appliance Mechanic	23.44
23120 - Bicycle Repairer	18.66
23125 - Cable Splicer	27.79
23130 - Carpenter, Maintenance	25.15
23140 - Carpet Layer	24.10
23160 - Electrician, Maintenance	32.65
23181 - Electronics Technician Maintenance I	26.20
23182 - Electronics Technician Maintenance II	27.07
23183 - Electronics Technician Maintenance III	31.31
23260 - Fabric Worker	23.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	22.37
23311 - Fuel Distribution System Mechanic	25.62
23312 - Fuel Distribution System Operator	22.26
23370 - General Maintenance Worker	23.96
23380 - Ground Support Equipment Mechanic	27.91
23381 - Ground Support Equipment Servicer	22.27
23382 - Ground Support Equipment Worker	23.38
23391 - Gunsmith I	22.37
23392 - Gunsmith II	24.10
23393 - Gunsmith III	25.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.96
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	26.71
23430 - Heavy Equipment Mechanic	29.63
23440 - Heavy Equipment Operator	27.30
23460 - Instrument Mechanic	29.03
23465 - Laboratory/Shelter Mechanic	24.89
23470 - Laborer	16.69
23510 - Locksmith	23.44
23530 - Machinery Maintenance Mechanic	28.66
23550 - Machinist, Maintenance	27.99
23580 - Maintenance Trades Helper	19.60
23591 - Metrology Technician I	29.03
23592 - Metrology Technician II	29.96
23593 - Metrology Technician III	30.88
23640 - Millwright	34.10
23710 - Office Appliance Repairer	24.76
23760 - Painter, Maintenance	26.60
23790 - Pipefitter, Maintenance	29.87
23810 - Plumber, Maintenance	29.24
23820 - Pneudraulic Systems Mechanic	25.75
23850 - Rigger	25.62
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	29.24
23910 - Small Engine Mechanic	23.98
23931 - Telecommunications Mechanic I	26.29
23932 - Telecommunications Mechanic II	27.07
23950 - Telephone Lineman	26.29
23960 - Welder, Combination, Maintenance	26.46
23965 - Well Driller	25.34
23970 - Woodcraft Worker	25.75
23980 - Woodworker	22.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.85
24580 - Child Care Center Clerk	18.10
24610 - Chore Aide	11.03
24620 - Family Readiness And Support Services Coordinator	16.29
24630 - Homemaker	19.20

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25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.00
25040 - Sewage Plant Operator	25.78
25070 - Stationary Engineer	28.00
25190 - Ventilation Equipment Tender	21.57
25210 - Water Treatment Plant Operator	25.78
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.29
27007 - Baggage Inspector	12.93
27008 - Corrections Officer	23.65
27010 - Court Security Officer	23.72
27030 - Detection Dog Handler	19.75
27040 - Detention Officer	23.65
27070 - Firefighter	21.27
27101 - Guard I	12.93
27102 - Guard II	19.75
27131 - Police Officer I	27.65
27132 - Police Officer II	30.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.14
28042 - Carnival Equipment Repairer	14.65
28043 - Carnival Equipment Worker	12.22
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	13.00
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.16
28515 - Recreation Specialist	16.58
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	20.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.58
29020 - Hatch Tender	22.58
29030 - Line Handler	22.58
29041 - Stevedore I	21.82
29042 - Stevedore II	23.37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.88
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.82
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.53
30021 - Archeological Technician I	20.08
30022 - Archeological Technician II	22.47
30023 - Archeological Technician III	27.83
30030 - Cartographic Technician	27.83
30040 - Civil Engineering Technician	27.83
30061 - Drafter/CAD Operator I	20.08
30062 - Drafter/CAD Operator II	22.47
30063 - Drafter/CAD Operator III	25.05
30064 - Drafter/CAD Operator IV	30.82
30081 - Engineering Technician I	18.36
30082 - Engineering Technician II	21.64
30083 - Engineering Technician III	25.16
30084 - Engineering Technician IV	31.16
30085 - Engineering Technician V	36.70
30086 - Engineering Technician VI	44.38
30090 - Environmental Technician	25.01
30210 - Laboratory Technician	21.70
30240 - Mathematical Technician	27.83
30361 - Paralegal/Legal Assistant I	20.88
30362 - Paralegal/Legal Assistant II	25.86
30363 - Paralegal/Legal Assistant III	31.63
30364 - Paralegal/Legal Assistant IV	38.28
30390 - Photo-Optics Technician	27.83

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30461 - Technical Writer I	25.25
30462 - Technical Writer II	30.90
30463 - Technical Writer III	36.08
30491 - Unexploded Ordnance (UXO) Technician I	24.71
30492 - Unexploded Ordnance (UXO) Technician II	29.90
30493 - Unexploded Ordnance (UXO) Technician III	35.84
30494 - Unexploded (UXO) Safety Escort	24.71
30495 - Unexploded (UXO) Sweep Personnel	24.71
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.80
30621 - Weather Observer, Senior	(see 2) 27.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.47
31030 - Bus Driver	17.19
31043 - Driver Courier	17.03
31260 - Parking and Lot Attendant	12.47
31290 - Shuttle Bus Driver	18.08
31310 - Taxi Driver	13.66
31361 - Truckdriver, Light	18.08
31362 - Truckdriver, Medium	19.61
31363 - Truckdriver, Heavy	21.82
31364 - Truckdriver, Tractor-Trailer	21.85
99000 - Miscellaneous Occupations	
99030 - Cashier	10.62
99050 - Desk Clerk	11.40
99095 - Embalmer	26.66
99251 - Laboratory Animal Caretaker I	13.63
99252 - Laboratory Animal Caretaker II	15.18
99310 - Mortician	33.88
99410 - Pest Controller	17.53
99510 - Photofinishing Worker	15.49
99710 - Recycling Laborer	17.40
99711 - Recycling Specialist	19.31
99730 - Refuse Collector	15.45
99810 - Sales Clerk	12.17
99820 - School Crossing Guard	12.22
99830 - Survey Party Chief	24.92
99831 - Surveying Aide	12.97
99832 - Surveying Technician	19.86
99840 - Vending Machine Attendant	17.14
99841 - Vending Machine Repairer	21.54
99842 - Vending Machine Repairer Helper	17.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(I) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS. (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions*. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small

- disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]
- (10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—
- (i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246—
- (1) Previous contracts and compliance. The offeror represents that—
- (i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It o has, o has not filed all required compliance reports.
- (2) *Affirmative Action Compliance*. The offeror represents that—
- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

- (i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126).

[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place

of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) *Taxpayer Identification Number (TIN).*
- o TIN: _____.
 - o TIN has been applied for.
 - o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.
- (4) *Type of organization.*
- o Sole proprietorship;
 - o Partnership;
 - o Corporate entity (not tax-exempt);
 - o Corporate entity (tax-exempt);
 - o Government entity (Federal, State, or local);
 - o Foreign government;
 - o International organization per 26 CFR 1.6049-4;
 - o Other _____.
- (5) *Common parent.*
- o Offeror is not owned or controlled by a common parent;
 - o Name and TIN of common parent:
 - Name _____.
 - TIN _____.
- (m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) *Prohibition on Contracting with Inverted Domestic Corporations.*
- (1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).
- (2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.